

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON,
YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING
INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN
REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

REINSTATEMENT, AND AMENDMENT OF OIL AND GAS LEASE

COUNTY OF TARRANT }

WHEREAS, JOANN KELLY MARTIN and husband, WILBUR GENE MARTIN, ("Lessor") executed an Oil and Gas Lease dated January 10, 2006, to CARRIZO OIL & GAS, INC. ("Lease"), a Memorandum of which is recorded as Document Number D206160125, Official Public Records of Tarrant County, Texas, covering 6.67 acres of land, more or less, being more particularly described in the Lease ("Land").

WHEREAS, the Lease and all rights and privileges thereunder are now owned and held by XTO Energy Inc., a Delaware corporation ("Lessee");

WHEREAS, the Lease terminated in accordance with its own terms and provisions, but the lands covered thereby have not been released by the Lessee; and

WHEREAS, the parties wish to revive and reinstate the Lease as to the Land, and amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the benefits and obligations of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

Notwithstanding the expiration of the Lease, the parties hereby agree that the Lease is revived and reinstated as to the Land upon the same terms and conditions as set forth in the Lease, as amended herein, and Lessor, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, lease and let exclusively unto Lessee, its successors and assigns, the Leased Premises, subject to the terms and provisions of the Lease, as amended herein. The Lease is hereby amended as follows:

Delete Paragraph 2 of the Lease in its entirety and replace with the following:

"2. Term of Lease. This lease, which is a "paid-up" lease requiring non rentals, shall be in force for a primary term of three (3) years and fifteen (15) days from the date hereof, and for so long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise being maintained in effect pursuant to the provisions hereof."

Delete Paragraph 23 of the Lease in its entirety and replace with the following:

"23. Notwithstanding the provisions of Paragraph 6 of the printed lease, if Lessee shall pool the leased premises, any unit so formed shall not exceed 500 acres in size."

This instrument shall be binding upon and inure to the benefit of Lessor and Lessee, their respective successors, personal representatives, and assigns. Except as herein amended, the Lease is and remains unchanged and in full force and effect as originally written.

IN WITNESS WHEREOF, this instrument is executed this the 20th day of January, 2009, but shall be effective for all purposes as of the date of the Lease.

Lessor:

Jo Ann Kelly Martin
JO ANN KELLY MARTIN

Wilbur Gene Martin
WILBUR GENE MARTIN

Lessee:

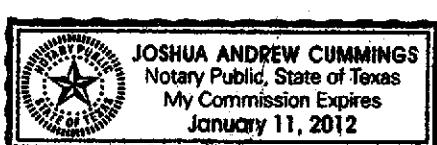
XTO ENERGY INC.

By: Edwin S. Ryan, Jr. VB
Name: Edwin S. Ryan, Jr.
Title: Sr. Vice President - Land Administration

ACKNOWLEDGEMENT

STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 20th day of January, 2009
by JOANN KELLY MARTIN and WILBUR GENE MARTIN.



Joshua Cummings
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Judas

2009 This instrument was acknowledged before me on this the 29th day of January,
2008, by Edwin S. Ryan, Jr., Sr. VP-Land Administration of XTO ENERGY INC., on
behalf of said corporation.

Charla F. Wilkes
Notary Public, State of Texas

